

EXHIBIT A

Terms of Service

WalkMe™ Terms of Service

Last Revised: October 24, 2022

WalkMe Ltd. and its affiliates (collectively, “**WalkMe**”, “**Company**”, “**we**” or “**us**”) welcome you (the “**User**” or “**you**”) to WalkMe.com! Please read these Terms of Service (the “**Terms**”) and our Privacy Policy <https://www.walkme.com/privacy-policy/> (as may be updated from time-to-time, the “**Privacy Policy**”) carefully because they govern your use of the our website at <https://www.walkme.com/>, any additional website and/or webs pages owned and/or operated by WalkMe (such as landing pages of ads) (collectively, the “**Site**”), as well as the services listed in Section 1, including our Community Portal. To make these Terms easier to read, the Site and the services listed in Section 1 are collectively referred to as the “**Services**.”

You may have been invited to use and access the Services (including the Community Portal) by an organization or other third party, such as your employer, with a subscription to these Services or to other WalkMe products (the “**Customer**”). If you are using any portion of the Services pursuant to a subscription between WalkMe and a Customer, then the Customer has separately entered into another written agreement (“**Customer Agreement**”)

with us for a subscription to these Services or to other WalkMe products, and you acknowledge that your rights to use the Services are also subject to the Customer's rights and obligations under the Customer Agreement. You further acknowledge that the Customer may have the right to control and manage certain aspects of your use the Services. For example, the Customer may suspend or terminate your Community Portal Account (defined below) and/or access to the applicable services, or grant, restrict or modify your ability to access certain data or content within the Services (including data or content that you upload to or post on the Services (including the Community Portal)). You further acknowledge that such access and use of the Services will automatically terminate upon the expiration or termination of the Customer Agreement.

If you visit, or have registered to use and access, the Services not pursuant to an invitation or authorization pursuant to a separate Customer Agreement, then only these Terms govern your use of and access to the Services, and no other terms and conditions shall apply.

Unless otherwise agreed by WalkMe in writing, by entering, connecting to, accessing or using the Services you acknowledge that you have read and understood these Terms and our Privacy Policy and by using the Services you agree to be bound by these Terms and to comply with all applicable laws and regulations regarding your use of the Services. Furthermore, you acknowledge and agree that these Terms constitute a binding and enforceable legal contract between you and WalkMe.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE

SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SITE AND/OR SERVICES.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CONNECT, ACCESS OR USE THE SERVICES IN ANY MANNER. ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS BEING LICENSED AND NOT SOLD TO YOU.

By accepting these Terms you represent and warrant that any and all information you provide us through the Services is true, accurate and complete. The provision of false or fraudulent information is strictly prohibited.

1. APPLICABILITY OF THESE TERMS; SERVICES

In addition to governing your access and use of the Site, these Terms also govern your access and use of the following WalkMe services:

WalkMe Free Edition. The WalkMe Free Edition offers Users a free, limited version of WalkMe's web-based digital adoption platform (also known as the WalkMe System[™]) for web. The WalkMe Free Edition enables Users to guide and engage prospects, customers, employees and partners through any online task or experience. The WalkMe Free Edition may offer limited features and functionality, including a limited version of the following: the WalkMe Editor, WalkMe Player, and WalkMe Analytics.

The WalkMe Editor is used for building, managing, and publishing engagement and guidance content including WalkThrus[™] ("**WalkThrus**"). The WalkMe Editor tool may be used on Internet Explorer, Edge Chromium and Chrome, it is the User's sole responsibility to download and install any of those browsers in order

to utilize this tool. WalkMe does not take responsibility and shall not be liable for the performance of any browser.

The WalkMe Player is the component that delivers content created in the WalkMe Editor to prospects, customers, employees, and/or partners. It is made available either through a snippet of code or a browser extension.

WalkMe Analytics is an analytics dashboard that provides information about how individuals interact with published engagement and guidance content.

WalkMe VisionsTM is a tool for measuring and visually investigating end user engagement using next-generation digital analytics which allows User to record, analyze and playback entire end user sessions.

WalkMe University. WalkMe University offers Users online, instructor-led and blended courses designed to teach Users how to use the WalkMe products and services in order to meet the User's business needs. WalkMe University offers several courses to improve Users skills in using WalkMe products, as well as a certification process to allow a User to become a certified WalkMe builder (the certification program is subject to a separate agreement with WalkMe).

WalkMe World Community Portal. The WalkMe World Community Portal ("**Community Portal**") is the central destination for WalkMe customers, partners, their employees, and the digital adoption-curious to explore, learn, share, and connect.

QA Recorder. The QA Recorder is a downloadable Chrome extension that offers Users a free, limited version of WalkMe VisionsTM to streamline bug reporting for QA and R&D purposes and to share all such recordings.

2. ACCOUNT AND PASSWORDS

In order to use certain features of the Services the creation of a User account is required (collectively, an “**Account**”). In order to access and use the WalkMe Free Edition you must sign-up by providing the following information: name, company email, phone number, and name of company (“**Free Edition Account**”). Your Free Edition Account will allow you to access the WalkMe Editor, which you may uninstall at any time, in your sole discretion. In order to access and use WalkMe University, prior to being a WalkMe customer, you may request access to WalkMe University at <https://university.typeform.com/to/e9rhjB> and must provide certain information, including, without limitation, company name, relationship with WalkMe, name of your WalkMe contact (if applicable) and a list of the platforms on which you intend to use with the WalkMe services (“**University Account**”). You acknowledge and agree that by creating an Account via third party social networks such as Google, you grant WalkMe access to your public profile on such services.

You must also create a password to access your Account. You are responsible for maintaining the confidentiality of your Account and password and you must not disclose this information to anyone. You also acknowledge that your Account and password is personal to you and agree not to provide any other person with access to the Services using your Account or password. You agree to notify us immediately of any unauthorized access to or use of your Account or password or any other breach of security at legal@walkme.com. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You are responsible for all activities that occur under your Account, whether or not you know about them.

All information you provide for registration will be stored and used in accordance with our Privacy Policy available at: <https://www.walkme.com/privacy-policy/>

3. ELIGIBILITY

You may use the Services only if you are (i) 18 years or older and capable of forming a binding contract with WalkMe; (ii) not barred from using the Services under applicable law; and (iii) if applicable, authorized to do so by a Customer.

4. USER REPRESENTATIONS AND UNDERTAKINGS

You represent and warrant at all times throughout your use of the Services that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents you from fulfilling your obligations under these Terms; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to your use of the Services; (iii) your use of the Services has not been previously blocked, suspended or terminated; (iv) you do not authorize a third party to do any of the foregoing; and (v) you will not infringe or violate any of these Terms.

5. RIGHTS TO ACCESS AND USE; LICENSE

Except as otherwise specified herein, WalkMe is granting you with a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at WalkMe's discretion) right to access and use the Services subject to these Terms and in connection with websites, applications, or other web-based services that you own, license, or have a right to use.

For use of the WalkMe Free Edition, WalkMe is granting you a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at WalkMe's discretion) license to access and use any applicable software components included with the WalkMe Free Edition.

These Terms do not entitle you to any right or title in the Services (or any part thereof), other than the rights explicitly granted herein.

6. USE RESTRICTIONS

Certain conduct is strictly prohibited on and/or with respect to the Services. Your failure to comply with the provisions set forth below may result, in the termination or suspension of your access to the Services, which is in WalkMe's sole and absolute discretion, and may also expose you to civil and/or criminal liability.

You agree not to, whether by yourself or anyone on your behalf,: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble the Services (or any part thereof); (ii) use the Services and/or in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party's right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with Services any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi)

interfere with or disrupt the operation of the Services, or the servers or networks that host the Services, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Services; (viii) frame or mirror any parts of the Services without WalkMe's prior express written authorization; (viv) create a database by systematically downloading and storing all or any of the content from the Services; (x) impersonate any person or entity or provide false or misleading personal information; (xi) use the Services for any illegal, immoral or unauthorized purpose; and (xii) use the Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

7. USER GENERATED CONTENT

Posting Content. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than "**Feedback**" as defined below) that you post or otherwise make available through the Services is referred to as "**User Content**". Please ensure that when you use the Services, you respect the rights of others including any intellectual property, other proprietary rights and privacy rights of third parties who may have an interest or right in connection with your User Content. WalkMe will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Content and WalkMe is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other User of the Services.

Permission to use User Content. Any User Content you post to the Services will be considered non-confidential and non-proprietary. By uploading, posting, publishing or making available any User Content on the Services, you hereby

grant WalkMe a non-exclusive, royalty-free, transferable, worldwide license, with the right to sublicense, to use, reproduce, modify, perform, display, distribute, and otherwise disclose your User Content for the purposes of providing the Services and to enforce any agreement you may have with WalkMe.

Responsibility for User Content. You acknowledge that as between us and the Customer, it is the Customer's sole responsibility to (i) inform you of any Customer policies or actions that may affect your ability to access or contribute User Content or any other aspects or areas of the Services; and (ii) respond to and resolve your questions and problems, and handle any disputes, in connection with User Content or your use of the Services. As between you and WalkMe, you understand and agree that you are solely responsible for your User Content and the consequences of posting or publishing such User Content, on the Services, in any way. You hereby warrant that your User Content is true, current, accurate and complete. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by WalkMe on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights (including and especially those of your employer), or rights of publicity or privacy, or result in the violation of any applicable law or regulation. It is User's sole responsibility to obtain any and all consents required under any applicable laws, regarding the posting of any personal information of others which is part of the User Content and to adhere to any applicable state and federal laws regarding such information.

Content Prohibitions. Without derogating from the above, you expressly agree that the User Content that you post or upload will not include (i) any spam, unsolicited promotions, advertising, contests or raffles; (ii) content which is unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iii) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender,

occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (iv) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (v) content that might reasonably pose a risk to a person's safety, security or health. The above examples of unlawful and prohibited User Content do not constitute an exhaustive list.

Although we are not obligated to monitor access to or use of the Services or content or to review or edit any content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, the terms of any Customer Agreement and/or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. **FEEDBACK**

When you use the Community Portal or any of the Services, in the event that you provide suggestions, comments, ideas, proposals, feature requests, or other suggestions for improvements to or regarding our Services or any other WalkMe product offerings (collectively, "**Feedback**"), you agree that we are free to use it without restriction and by submitting any Feedback you grant WalkMe a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import and otherwise exploit the Feedback for any purpose, without compensation to you. You represent and

warrant that you have and will have all requisite rights and authorizations to grant to WalkMe all rights in the Feedback granted by you under these Terms and such grant of rights will not violate any third-party rights, interest or policies, including those of your employer. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights in the Feedback granted by you to WalkMe under these Terms are valid, effective, and enforceable and you waive and agree never to assert those rights to the maximum extent permitted by the laws of your jurisdiction.

In addition, by making submissions of Feedback on the Community Portal or otherwise in connection with your use of the Services you agree that (i) such Feedback is not confidential and WalkMe is under no obligation to treat it as such; (ii) WalkMe may currently be developing, or in the future will develop, information internally, or receive information from other parties, that is similar to Feedback; and (iii) nothing in these Terms will be construed as a representation or agreement that WalkMe will not develop or have developed concepts, projects, plans or programs that are similar to or compete with the concepts contemplated by or embodied in your Feedback. Nothing in these Terms will be construed to create a partnership, joint venture or agency relationship between you and WalkMe.

9. PRIVACY POLICY

WalkMe respects your privacy and is committed to protecting the information you share with us. Our policy, practices and information about what we collect are described in our Privacy Policy available at <https://www.walkme.com/privacy-policy/>.

If you intend to connect to, access or use our Site and/or Services you must first read and agree to the Privacy Policy.

10. INTELLECTUAL PROPERTY RIGHTS

The Services, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, WalkMe's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to WalkMe, and are subject to copyright and other applicable intellectual property rights under U.S. and Israeli laws, foreign laws and international conventions.

All logos and other proprietary identifiers used by WalkMe in connection with the Services, and other WalkMe products and services, ("**WalkMe Trademarks**") are all trademarks and/or trade names of WalkMe, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Services belong to their respective owners ("**Third-Party Marks**"). No right, license, or interest to WalkMe Trademarks and/or to the Third-Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to WalkMe Trademarks or the Third-Party Marks and you will not use any of these marks, unless expressly permitted to do so.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of WalkMe and/or its licensors, including any copyright mark © or trademark ® or ™ contained in or accompanying the Services, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using,

diluting or staining any name, mark or logo that is identical, or confusingly similar to any of WalkMe marks and logos, whether registered or not.

For the avoidance of any doubt, as between you and WalkMe, you are and you shall remain the sole exclusive owner of all right, title, and interest in and to all User Content, including all Intellectual Property rights relating thereto, subject to the rights and permissions granted in Section 7 above and any rights and restrictions afforded to the Customer under the Customer Agreement.

11. THIRD PARTY SERVICES

The Services may be linked to and/or through certain third-party websites and other third-party services (collectively, “**Third-Party Services**”). Such Third-Party Services are independent from the Services. You hereby acknowledge that WalkMe has no control over such Third-Party Services, and further acknowledge and agree that WalkMe is not responsible for the availability of Third-Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.

You further acknowledge and agree that WalkMe shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-Party Services. Most Third-Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third-Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third-Party Services.

No reference made in this Site to any specific commercial product, process, or service (or provider of such product, process or service) other than such

products, processes, or services of WalkMe, constitute or imply an endorsement, recommendation or favoring by WalkMe.

12. **THIRD PARTY COMPONENTS**

The Services may use or include third-party software, files and components that are subject to open source and third -party license terms (“**Third Party Components**”). Your right to use such Third -Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third -Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third -Party Components and these Terms, the licensing terms of the Third -Party Components shall prevail only in connection with the related Third -Party Components. These Terms do not apply to any Third -Party Components accompanying or contained in the Services and WalkMe disclaims all liability related thereto. You acknowledge that WalkMe is not the author, owner or licensor of any Third -Party Components, and that WalkMe makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third -Party Components. Under no circumstances shall the Services or any portion thereof (except for the Third -Party Components contained therein) be deemed to be “open source” or “publicly available” software.

13. **AVAILABILITY; MODIFICATIONS TO THE SERVICES**

The availability and functionality of the Services depends on various factors, such as communication networks software, hardware, and WalkMe’s service providers and contractors. WalkMe does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

WalkMe reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Services (or any part thereof, including but not limited to any content) without notice, at any time and at its sole discretion. You agree that WalkMe shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Service.

14. WALKME WORLD COMMUNITY; ADDITIONAL TERMS.

If your use of the Services includes the Community Portal, then these additional terms apply.

User Profile. You agree that the Community Portal is a public space and that your participation creates no expectation of privacy. Further, you acknowledge that any User Content you choose to post to the Community Portal may be seen and used by others. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION OR OTHER USER CONTENT PUBLICLY AVAILABLE IN THE COMMUNITY PORTAL OR OTHERWISE ON OR THROUGH THE SERVICES YOU DO SO AT YOUR OWN RISK.

User Obligations. With respect to your use of the Community Portal, you shall:

- Comply with these Terms and the Community Guidelines posted on the Community Portal.
- Use the Community Portal for the intended purpose and in compliance with all applicable laws and regulations.
- Comply with Your employer's policies and requirements.

- Comply with any regulatory or legal requirements you may be subject to as a result of your employment, country of residence or role within an organization.
- Treat other community members with courtesy and respect.

You shall not:

- Impersonate any other person or falsely imply that you are associated with another person or entity.
- Submit content in exchange for payment or other consideration.
- Use the Community Portal in connection with unsolicited commercial messages or to advertise goods or services.
- Violate any anti-spam or similar law.
- Use the Community Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material including any malicious code or malware, or to engage in any illegal or fraudulent activity.

15. QA RECORDER; ADDITIONAL TERMS.

The QA Recorder may only be used on Chrome, it is the User's sole responsibility to download and install Chrome in order to utilize this tool. WalkMe does not take responsibility and shall not be liable for the performance of any browser. The QA Recorder may offer limited features and functionality.

In order to access and use the QA Recorder you must sign-up by providing the following information: name, company email, phone number, and name of company ("QA Recorder Account"). Your QA Recorder Account will allow you to

access the QA Recorder, which you may uninstall at any time, in your sole discretion.

For use of the QA Recorder, WalkMe is granting you a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at WalkMe's discretion) license to access and use any applicable software components included with the QA Recorder for the recording of twenty (20) initial recording sessions ("Recording(s)"). User may share each Recording with any third party provided that it does so in accordance with the terms herein, including without limitation ensuring that all such sharing of the Recordings does not result in use of spam, unsolicited mail, harassment, wire fraud or similar conduct and is otherwise done so in accordance with applicable law. For clarity's sake, User's use of the QA Recorder, which for purposes herein shall be considered part of the Services, is subject to the Privacy Policy available at <https://www.walkme.com/privacy-policy/>, specifically the Privacy Policy for VisionsTM and for purposes therein any reference to VisionsTM shall include the QA Recorder.

In order to receive additional Recordings, User must refer a third party via a third party social network such as Google, Facebook, Twitter, and LinkedIn using the User's unique referral link ("Referral(s)"). To be considered a qualified referral such Referral must sign-up for a QA Recorder Account ("Qualified Referral(s)"). For each Qualified Referral User shall be entitled to an additional set of Recordings to use via their QA Recorder Account.

16. DISCLAIMER AND WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-

virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOUR USE OF THE SERVICES AND ANY CONTENT THEREIN IS AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WALKME NOR ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, OR AGENTS (“**WALKME REPRESENTATIVES**”) MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, USABILITY, SUITABILITY, COMPLETENESS, ACCURACY, EFFECTIVENESS OR AVAILABILITY OF THE SERVICES AND/OR ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SERVICES. WALKME DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE CONTENT AVAILABLE ON THE SERVICES. TO THE FULLEST EXTENT PROVIDED BY LAW, WALKME HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, WALKME PROVIDES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES THAT THE SERVICES WILL BE ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES AND/OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WALKME MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICE AT ANY TIME, OR

DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICES, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WALKME AND/OR THE WALKME REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, USE OR INABILITY TO USE THE SERVICES, FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU

HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE WALKME SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF WALKME AND/OR ANY WALKME AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL WALKME'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO WALKME FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO WALKME FOR THE USE OF THE SERVICES, THEN WALKME SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

Nothing in these Terms shall limit or exclude liability for anything that cannot be limited or excluded under applicable law.

18. INDEMNIFICATION

You agree to defend, indemnify and hold harmless WalkMe and any WalkMe Representative from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Services (or any part thereof); (ii) breach of these Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Services; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Services or provision of information to the Services (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

19. **DIRECT MARKETING**

You hereby agree that we may use your contact details provided by you through the Site for purpose of informing you regarding our products and/or Services, which may interest you, to contact you by telephone (including texting), and to send to you other marketing material, transmitted by e-mail, notices, and/or messages via the Services. You may revoke your consent to any individually targeted communications at any time by contacting us at legal@walkme.com.

20. **MISCONDUCT AND COPYRIGHT POLICY**

If you believe a User, including Third Party Providers, acted inappropriately including, but not limited to, offensive, violent or sexually inappropriate behavior or content, please report such person immediately to the appropriate authorities.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site and/or Services infringe your copyright, you may request removal of those materials (or access to them) from the Site and/or Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must substantially include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information sufficient to permit WalkMe to locate the material (including URL address or

screen capture of such infringing activity); (iv) information so that the WalkMe can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. WalkMe's Copyright Agent can be reached at

WalkMe

525 Market Street, 37th Floor
San Francisco, CA 94105

Attn: DMCA Copyright Agent

Phone: (415) 494-2774

Email: legal@walkme.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following: (1) full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) consent to an appropriate judicial body; and (5) any other information required under the relevant applicable law. WalkMe reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any

details included therein. The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that certain material or activity on the Site and/or Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and reasonable attorneys' fees) under Section 512(f) of the DMCA. It is our policy, in appropriate circumstances, to disable and/or terminate the accounts of Users who are repeat infringers.

21. AMENDMENT OF TERMS

WalkMe expressly reserves the right to modify these Terms at any time in its sole discretion. WalkMe will make commercially reasonable efforts to notify on any substantial changes to these Terms by posting the new Terms on the Services and/or by sending you an e-mail regarding such changes to the email address that is registered under your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

22. TERMINATION OF SERVICE

WalkMe has the right to terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

Additionally, WalkMe may at any time, at its sole discretion, cease the operation of our Services or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that WalkMe does not assume any responsibility with respect to, or in connection with the termination of our Services' operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms: Section 4 (User Representations and Undertakings); Section 6 (Use Restrictions); Section 7 (User Generated Content); Section 8 (Feedback); Section 9 (Privacy Policy); Section 10 (Intellectual Property Right); Section 11 (Third Party Services); Section 12 (Third Party Components); Section 16 (Disclaimer and Warranties); Section 17 (Limitation of Liability); Section 18 (Indemnification); Section 22 (Termination of Service); and Section 23 (General).

23. GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer- employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Services or use of the Services will be governed by and interpreted in accordance with the laws of the State of California, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the San Francisco County, California. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without WalkMe's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and

conditions between you and WalkMe relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and WalkMe. Notices to you may be made via email or regular mail. Our Services may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

24. CONTACT

If you have any questions (or comments) concerning the Terms or the Services, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: legal@walkme.com.

By contacting us, you represent that you are free to do so and that you will not knowingly provide WalkMe with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to WalkMe, and WalkMe may use or refrain from using any such information at its sole discretion.

[WalkMe previous Terms of Services](#)

Good to know

About us

The WalkMe Platform

About WalkMe

WalkMe Integrations

Brand Resources

WalkMe Security

Careers

Privacy Policy

Customer Stories

Terms and Conditions

WalkMe Blog

Customer Subscription

Glossary

Modern Slavery Statement

What is Digital Transformation

Investor Relations

Help

Connect With Us

Help Center

1-855-4-WALKME(925563)

Open a Ticket

Partner Portal

sales@walkme.com

WalkMe Community

Digital Adoption Institute





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